

AG Contract No.: KR 04-1059TRN
ADOT ECS File No.: JPA 04-082
Project No.: I 010-B-508
Project: I-10
Section: Dysart Road T.I.
TRACS No.: H6510 01C
Budget Source Item No.: 73305 (District Minor)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into 26th January, 2005, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes, § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes, § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Incident to City's project on Dysart Road, the State desires the City to incorporate the State's proposed project assessment for traffic interchange (TI) improvements on Interstate 10 (I-10), located within the City, to the City's project. These improvements consist of widening and re-constructing portions of all four ramps at the Dysart Road TI, widening Dysart Road to include third through lanes in both south and north bound directions in the vicinity of the interchange, and constructing an additional right turn lane on the westbound off ramp, herein referred to as the "Project". These Project improvements and the itemized estimated costs are detailed in project assessment report, attached hereto and made a part hereof. The responsibility of each of the parties is defined in this Agreement.

NO. 27340
Filed with the Secretary of State
Date Filed: 01/26/05

Janice K. Brewer
Secretary of State

By: Vicky D. Graenewald

4. Upon completion of the Project, the City will transfer the title of properties acquired for expansion of the I-10 roadway to the State, within the control of access limit, and the State will abandon portions of Dysart Road right-of-way back to the City, as a final step in the completion of the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City shall:

a. Subsequent to the award of construction contract and initial approval of conceptual design by the State, invoice the State a one time lump sum amount of \$750,000.00 for the State's participation in the cost of the Project. Request for payment shall be submitted with the "ADOT" Progress Payment Report Form (attached). Electronic forms can be requested through the Joint Project Administration, at the address provided under Section III. Paragraph 10.

b. Be responsible for all costs exceeding the State's contribution of \$750,000.00 to complete the Project.

c. Award a construction contract, with a competitive process, as provided by law.

d. Waive the requirements of Arizona Revised Statute, § 28-7209.

e. Upon approval of the State Transportation Board, accept ownership, jurisdiction and maintenance responsibilities for the right-of-way of Dysart Road outside of control of access, typically 100 feet North and 100 feet South of the curb return at the entrance or exit from the ramps of the traffic interchange.

f. Purchase additional right-of-way requirements for Dysart Road and I-10 in the City's name; the State will establish right-of-way to be incorporated into the State system by Transportation Board Resolution. Prior to establishment, City must provide to State the original Deed(s), plus a Title Insurance Policy reflecting no encumbrances or liens owed. The rights-of-way incorporated shall be only the portions that will be within the control of access limits as mentioned in paragraph II.1.e.

g. Acquire all parcels as needed for the Project; proceed with condemnation when applicable and obtain proper order of possession.

h. Prepare to State standards, construction plans, specifications, material reports, drainage reports, environmental clearance, utility clearance, construction cost estimates, traffic control plans and permits, and any other documents required for bidding and construction of the Project ("collectively, the "Plans and Specifications") and prepare to State Environmental & Enhancement standards, all environmental clearance documents. The City shall submit to the State the appropriate copies of all approved environmental documents, with approvals as required by State law, for review by Environmental & Enhancement.

i. Acquire and clear all additional right-of-way necessary for the Project, all at City's expense.

j. Provide to the State the design documents, to be reviewed and responded to, within fourteen (14) days of receipt of said Plans and Specifications. The Plans and Specifications shall be submitted at the initial or conceptual design stage (approximately 30% design level) and at the substantially complete stage (approximately 95% to 100% design level). If the State objects to the Plans and Specifications within such 14-day period, the City and the State shall meet and confer to resolve any objections, and following any such meeting, the City shall include the agreed upon changes in the following Plans and Specifications submittal or shall revise the final Plans and Specifications accordingly.

k. Shall submit all Plans and Specifications and other contract documents, construction contracts (collectively, the "Construction Contract") and amendments, change orders and/or any other modifications thereto (all collectively, the "Construction Documents") to the State for review and concurrence. It is understood that the aforementioned documents will be jointly approved by both the City and the State, in their reasonable discretion; prior to commencement of the contract award or contract modification process.

l. Award one or more contracts to accomplish the Project; administer the same; make all payments to the contractor(s); and be responsible for any design consultant or contractor claims for extra compensation due to delays, weather, material cost increases, or whatever reason.

m. For the portion within State's right-of-way, or within 300 feet of the State's right-of-way, notify the State in writing of any proposed contract modifications, change orders, letter agreements or force account work necessary to accomplish the Project, all of which shall be subject to the State's approval.

n. Complete right-of-way survey and final right-of-way plans for the Project and set final right-of-way monumentation; prepare legal descriptions for new and/or additional areas of acquisition and submit all of the aforementioned document to the State / ADOT for approval.

o. Be responsible for the **routine maintenance*** of Dysart Road under the I-10 Papago Freeway. The routine maintenance activities performed by the City shall be consistent with established City standards. *Routine maintenance is defined as: activities such as sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of potholes, minor repair and replacement of pedestrian lighting, leveling and/or patching of asphalt pavement with Premix, minor seal coating and/or spot flush coating of oxidized pavement, litter and trash removal, minor replacement of the surface/base of damaged pavement, presenting a safety hazard and/or any other established procedure routinely conducted by the City to preserve and keep the roadway surface and general area in a safe and operable state of repair.

p. Use the State's survey control for any survey work. In design, the City shall utilize the State's files for the existing right-of-way parcel lines, section lines, etc.

2 The State shall:

a. Upon execution of this Agreement, and upon receipt of an invoice from the City, remit to the City for its participation in the cost of the Project; a one time lump sum amount of \$750,000.00.

b. Upon execution of this Agreement, abandon jurisdiction, ownership and maintenance responsibility for the right-of-way of Dysart Road lying on both sides of I-10 as depicted on Exhibit "A" attached hereto and made a part hereof.

c. Approve right-of-way survey and final right-of-way plans for the Project and set final right-of-way monumentation; prepare legal descriptions for new and/or additional areas of acquisition.

d. Review prepared final environmental clearance memo. This activity is to confirm that the requirements for the Environmental clearance are complete and in compliance with the State Environmental and Enhancement standards.

e. Prepare final right-of-way clearance letter.

f. Review and prepare final utility clearance letter.

g. Review and provide the City with comments to the Plans and Specifications in accordance with paragraph II.1.j. (Approximately 30% and approximately 95 to 100%) within fourteen (14) days of receipt of said Plans and Specifications. If the State objects to the Plans and Specifications within such 14-day period, the City and the State shall meet and confer to resolve any objections. Any review comments made to the revised Plans and Specifications shall be made within 14 days of submittal and shall follow the procedure presented in paragraph II.1.j.

h. Approve the Project for construction.

i. Participate in final inspection and acceptance of the portion of the Project within 300 feet of the State's right-of-way.

j. Not be responsible for any design consultant or contractor claims for extra compensation due to delays or whatever reason, except from change(s) requested by the State after start of construction based on Plans and Specifications originally approved and agreed to by the State and the City.

k. After final acceptance of the construction, establish right-of-way to be incorporated into the State system by Transportation Board Resolution; and determine right-of-way to be abandoned to the City by Transportation Board Resolution.

l. Be responsible for major Maintenance and Pavement restoration of areas located within the control of access, as depicted in Exhibit A. It is further understood that the State will be responsible for all maintenance of the eastbound and westbound modified ramps after final inspection and acceptance of the completed Project.

III. MISCELLANEOUS PROVISIONS

1. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, services, condition or event arising out of the performance by the City of any of the provisions of this Agreement.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and reimbursements; provided herein. However, any provisions for maintenance shall be perpetual.

3. Both parties acknowledge that the location of all utilities will be performed in accordance with the Bluestake law and each party shall be responsible for its own utility locations, regardless of the location of the facilities.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes, § 38-511.

6. The provisions of Arizona Revised Statutes, § 35-214 are applicable to this contract. The City shall include an audit requirement at least as strict as Arizona Revised Statutes, § 35-214 in its construction contract.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In the event of any controversy between the City and the State, which may arise out of this Agreement, the parties hereby agree to abide by binding arbitration.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712 7424

City of Avondale
City Engineer
11465 West Civic Center Drive, Suite 120
Avondale, AZ 85323

11. Pursuant to Arizona revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By 
RONALD J. DRAKE
Mayor

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

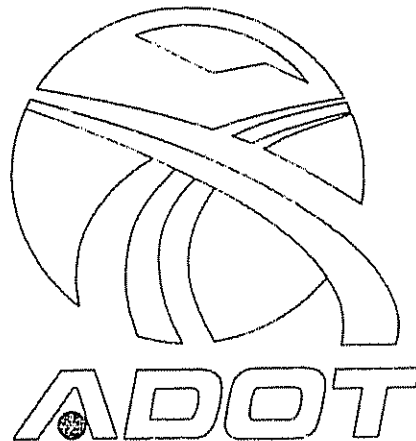
By 
LINDA FARRIS
City Clerk

FINAL PROJECT ASSESSMENT

10 MA 129 H 6510 01C
Federal Reference No. I 010-B-201
Dysart Road TI
Ehrenberg-Phoenix Highway
I-10

Prepared for the

ARIZONA DEPARTMENT OF TRANSPORTATION



Prepared by

ARCADIS
November 2004



A. INTRODUCTION

Project 010 MA 129 H 6510 01C Federal Reference Number I 010-B-201, I-10 Dysart Road TI, is a District Minor Program project described as an interchange crossroad and ramp widening

The project is located on I-10 (Ehrenberg-Phoenix Highway), in Maricopa County, in ADOT's Phoenix District and is located within the City of Avondale. The City of Goodyear also borders Dysart Road to the west. This project has not yet been programmed. The proposed project limits are between I-10 MP 129.7 and MP 129.9, and it extends approximately 633 feet north and 1030 feet south of I-10 along Dysart Road. I-10 is a fully access-controlled urban freeway with an AASHTO classification of urban principal arterial expressway (interstate). Dysart Road is classified as a major arterial. The project limits are shown in Figure 1.

The area surrounding the Dysart Road TI has developed rapidly in recent years, and the TI is now experiencing operational problems. A recent District Minor Program project re-striped the southbound lanes to create a dual southbound to eastbound left turn lane. This temporary fix has helped alleviate congestion for the heavy left turn movement, but it has marginal geometry and eliminates a southbound through lane. The westbound exit ramp regularly backs up to the I-10 mainline in the PM peak, and the current 4-lane crossroad configuration at the TI is a bottleneck on the arterial. The purpose of this project is to improve the operations of the TI, particularly the westbound off-ramp and the Dysart Road through lanes.

This project is proposed to be a joint project funded by ADOT and the City of Avondale. A Joint Project Agreement (JPA) between ADOT and the City is nearing completion, and will define the terms of the joint funding arrangement. Under the draft JPA, the design, bidding and construction administration will be carried out by the city.

B. BACKGROUND DATA

The following ADOT projects fall within the project limits:

<u>PROJECT NO.</u>	<u>BEGIN M.P.</u>	<u>END M.P.</u>	<u>YEAR</u>	<u>AS-BUILT DESC</u>
I-IG-10-2(37)	127.68	129.7	1980	Bullard Ave -Dysart Rd
IR-10-2(69)	127.4	129.7	1986	Landscape Master Plan
IM-10-2(148)	122.3	129.7	1999	Loop Detector Mon. Sys
I-10-2(84)	129.7	132.84	1990	Dysart Rd – 99 th Avenue

In addition to the above projects, the Dysart Road approaches have been modified from the original ADOT TI construction by two City of Avondale widening projects and one private development widening project.

The ADOT Bridge Record lists two major structures within the project limits, as follows:

<u>STRUCTURE NO.</u>	<u>M.P.</u>	<u>YEAR</u>	<u>AS-BUILT DESCRIPTION</u>
1724	129 67	1978	Dysart Rd TI OP WB
1723	129 67	1978	Dysart Rd TI OP EB

The existing I-10 eastbound and westbound mainline roadways are elevated over Dysart Road on two single span cast in place concrete structures. The structures are founded on stub abutments supported by steel H piles, and have 2:1 slope paving that terminates at the back of the Dysart Road sidewalks. The eastbound and westbound single lane exit ramps widen to 3-lane configurations at Dysart Road, and the single lane entrance ramps have two lane throats at Dysart Road. The eastbound entrance ramp and westbound exit ramp are constructed with PCCP, but the rest of the ramps and the crossroad are composed of AC pavement.

Dysart Road has a raised median between Van Buren Street and McDowell Road. The northbound pavement approaching the TI accommodates three through lanes, an external left turn storage lane and an eastbound dedicated right turn lane, however, the third through lane is currently striped out to drop at the eastbound right turn lane. Two northbound through lanes and a westbound left turn lane exist between the ramps, and a third through lane is added just north of the westbound exit ramp. The southbound pavement approaching the TI accommodates three through lanes, a left turn external storage lane and a westbound dedicated right turn lane, but a recent District Minor project has re-striped the approach to convert the inside through lane to a second external left turn storage lane. Between the ramps, the southbound pavement is now striped for two through lanes and two left turn lanes. South of the TI, the southbound pavement was constructed to drop the third lane, however, Dysart Road is now striped for two through lanes south of the TI to Van Buren Street. All of the 3-lane sections of Dysart Road include width for a 5' bicycle lane, and most of it is currently striped as such.

The mainline-posted speed limit is 65 mph along I-10. Dysart Road is posted for 40 mph northbound and southbound.

A traffic study was completed by Bolduc, Smiley and Associates as part of this Project Assessment. Existing traffic counts were obtained as part of that study. The study used MAG model forecasts and growth rates to estimate design year traffic volumes. For Dysart Road, the current Average Daily Traffic (ADT) is 41,800 vehicles per day (vpd) and the projected 2025 ADT is 53,300 vpd. For the I-10 westbound exit ramp, the current ADT is 17,900 vpd and the projected 2025 ADT is 24,400 vpd. Traffic design factors are as follows:

FACTOR	AM PEAK HOUR	PM PEAK HOUR
K (percent of ADT in peak hour)	5.9%	7.1%
D (directional distribution) N. of I-10	60% SB	55% NB
D (directional distribution) S. of I-10	55% SB	50% NB
T (percent trucks)	7%	7%

From February 1, 1999 to January 31, 2004, a total of 238 accidents occurred within the TI limits of which 33 were injury accidents and none resulted in deaths

The existing storm drain system consists of curb inlet catch basins along Dysart Road and infield catch basins at the ramp termini that convey runoff to an RCP trunk line in Dysart Road. The trunk line varies from 30" to 48" in diameter. Two curb scuppers on the north side of the TI convey street drainage to two infield catch basins that connect to the trunk line. The trunk line, which also drains a large detention basin northwest of the TI, flows south to Van Buren Street, then east along Van Buren Street to an outfall at the Agua Fria River. The following drainage studies were performed and are on file at ADOT:

<u>DRAINAGE STUDY</u>	<u>PROJECT NO.</u>	<u>YEAR</u>
Drainage Design Concept Dev. Report	I-IG-10-2(37)C	1975
Onsite Drainage	I-IG-10-2(37)	1976
Offsite Drainage Design Report	I-IG-10-2(37)C	1976

The existing ADOT right-of-way corridor width for I-10 is very irregular in shape, but varies from 748 62' west of Dysart Road to 308' at the eastern terminus of the westbound exit ramp. The Dysart Road right-of-way, consisting of both ADOT and City of Avondale right-of-way, varies from 115' to 135' in width. On the west side, north of the TI, there is a 20' sidewalk easement adjacent to the right-of-way. There is also an 8' to 10' utility easement within the sidewalk easement. Along the west side of Dysart Road south of the TI there is a 7' irrigation easement, and a variable width APS easement to the west of the irrigation easement.

Review of the State Permit Log and available as-built plans indicates the following utilities within the project limits: communications facilities (Cox Communications, Insight Cable, Voicestream Wireless, ATT Wireless); underground electric (APS); 2" gas (Southwest Gas); 8" sanitary sewer (City of Avondale); and 6", 8" and 16" water (City of Avondale). There is also a network of 24" Roosevelt Irrigation District (RID) irrigation lines and structures within the project area along Dysart Road. This system has not been active for many years, and the City of Avondale is currently working with RID to abandon the facilities. Their arrangement with RID will include a new 16" water line along Dysart Road through the TI, a portion of which will be constructed concurrent with the improvements proposed in this Project Assessment. The 16" water line would be funded by the City and is not included as part of this project scope. Several of the irrigation structures will be impacted by the proposed improvements, but it is anticipated the system will be abandoned prior to construction. Widening along the west side of Dysart Road will impact three APS electrical cabinets that will need to be relocated. All of the APS facilities are in PUE's or APS easements. No other significant utility impacts are expected; however, utilities will be further evaluated in final design.

C. PROJECT SCOPE

An additional through lane will be provided for southbound Dysart Road between Rancho Santa Fe Boulevard and the north entrance to S&S Tire. The new through lane will be dropped at the S&S Tire entrance. The additional pavement width will be provided through a combination of outside widening and median modification. In the northbound direction an additional Dysart Road through lane will be provided between the eastbound entrance ramp and the existing 3-lane section just north of the westbound exit ramp. This will be accomplished by widening to the outside. All of the Dysart Road widening will accommodate 5-foot bicycle lanes, however, they may not be striped. The westbound exit ramp will be widened to the outside to add an additional right turn lane, allowing for two left turn and two right turn lanes. The widening will begin just west of the gore at MP 129.9 to maximize storage length. The proposed improvements are shown in Figures 2, 3 and 4.

Southbound Dysart Road approaching the TI will have two 12-foot external left turn storage lanes, two 12-foot through lanes, a 17-foot outside through lane, and a 12-foot right turn lane. Through the TI the southbound lanes will taper to two 11-foot lanes left turn lanes, two 11-foot through lanes, and a 21-foot outside through lane. A portion of the outside lane will be striped out within the ramps to delineate a constant 11-foot lane width. The through lane configuration will continue south to the Ramada Inn entrance, then taper back out to two 12-foot lanes and a 17-foot outside lane at the S&S Tire entrance. The narrowed lanes are proposed to minimize impacts to the Ramada Inn parking lot. Pavement widening will vary from 0' to a maximum of 15'.

The northbound Dysart Road lanes through the TI will consist of one 12-foot left turn lane, two 12-foot through lanes, and an outside 17-foot through lane. The through lane configuration continues north to the tie-in point just north of the westbound exit ramp. Widening will vary from 0' to a maximum of 15'. The northbound TI approach will not be widened, but the lanes will be re-striped for a 12-foot external left turn storage lane, two 12-foot through lanes, a 17-foot through lane, and a 12-foot right turn lane.

The westbound exit ramp will have four 12-foot lanes, two left and two right, and 2-foot shoulders. Widening will vary from 0' to a maximum of 18'. All four ramps must be reconstructed and re-graded for a length of approximately 100' to accommodate the Dysart Road widening. This reconstruction will also address the significant pavement distress evident on the first 50' to 100' of each ramp. New retaining walls are required at the bridge abutments to accommodate the widening under the bridges. These walls will be approximately 8' high and will taper to 0' at the north and south ends. Due to proximity to the abutments, the walls are assumed to be soil nail type.

The pavement section for Dysart Road widening assumes 5" of AC on 8" of AB (Class 2). Milling and replacement of 2" of AC will be done on the existing pavement through the TI and north to the new construction limits. The mill and replace will match to a proposed concurrent City of Avondale project for the southbound lanes south of the TI. The westbound exit ramp widening and eastbound entrance ramp reconstruction assumes

10" PCCP on 4" AC base. Where the new PCCP abuts the existing ramp pavement, the existing edge will be profiled and ground to meet pavement specifications prior to constructing new pavement. The eastbound exit ramp and westbound entrance ramp reconstruction assumes 8" AC on 4" AB (Class 2).

Existing curb and gutter, sidewalk and driveways will be replaced through the widened sections. New 5' sidewalks are proposed due to limited right-of-way. Pedestrian ramps will be ADA compliant. A small retaining wall will be required north of S&S tire to mitigate impacts to a small site retention basin adjacent to Dysart Road. Several business signs, including a large McDonald's sign and a large Ramada Inn sign, need to be relocated. Existing access control fencing within the TI and north of the westbound exit ramp will need to be relocated. Minor modifications to median paving and landscaping are required due to median configuration modifications.

The existing traffic signal system at all four ramps, including poles, heads, luminaires and controller, will be replaced with current hardware compatible with the City of Avondale system. Signal interconnect conduit will be provided for future use. Loop detectors will be replaced with a video detection system. Two existing light poles will be relocated along the westbound exit ramp, and two existing light poles will be relocated in the Dysart Road median north of the TI. The existing tapered tube sign structure on Dysart Road will be replaced with a tubular structure due to span requirement. The existing tapered tube sign structure on the westbound exit ramp will be replaced with a longer tapered tube structure to accommodate the wider pavement and current clear distance practice. The construction plans will include signing and striping modifications to reflect the new lane configurations.

The proposed widening will impact nine catch basins and two scuppers. All catch basins are assumed to be replaced in kind, and the scuppers are assumed to be replaced with curb opening catch basins to allow for new pedestrian ramps. No other new inlets are assumed needed. The four impacted curb opening inlets on Dysart Road will be removed, and the new catch basins will be reconnected with pipe collars. Three of the five impacted infield catch basins will be capped and used as junction boxes for reconnecting the new infield catch basins. Two infield catch basins will be removed and replaced.

Landscaping facilities and areas disturbed by the construction will need to be restored. This work is assumed to include reconnection of irrigation lines, replacement or relocation of plants as needed, and placement of rock mulch for erosion protection.

D. DEVELOPMENT SECTION

The ADOT Environmental and Enhancement Group (EEG) will review the City prepared environmental clearance document for compliance with state requirements. No major environmental issues were identified during the PA development process. This project is in a non-attainment area, so air quality impacts will need to be addressed in the environmental documentation.

There will be more than one acre of land disturbed, so an Arizona Pollutant Discharge Elimination System (AZPDES) Permit will be required. This project will require a Storm Water Pollution Prevention Plan (SWPPP) to be completed by the design consultant.

No 404/401 permits will be required since there will be no impacts to any jurisdictional waters of US.

No new right-of-way or TCE is required on the ramp widening. There will be approximately 0.26 acres of new right of way required on the west side of Dysart road to accommodate the widening. TCE's may be required to reconnect existing driveways. The need for TCE's will be determined in final design.

The widening will require relocation of an APS electrical cabinet south of the eastbound exit ramp terminus, and two APS cabinets on the west side of Dysart Road north of the TI. Underground electric lines may be impacted by the new catch basin and connector pipe north of the westbound entrance ramp. The existing RID irrigation facilities are expected to be abandoned through an arrangement between the City of Avondale and RID. Five irrigation structures will need to be removed due to the widening. No other utility work is anticipated. If any other utility conflicts arise, the design consultant will coordinate them as needed.

This project will be jointly funded by the ADOT Phoenix Maintenance District, through District Minor Program funds, and the City of Avondale. A Joint Project Agreement (IPA) is required, and a final draft has been completed. The general terms of the IPA include ADOT funding of up to \$750,000 of the project cost, with the City responsible for costs in excess of \$750,000. Project costs subject to the \$750,000 cap are those associated with the specific scope of work in Section C of this Project Assessment, which are further detailed in the Itemized Estimate. The City is responsible for procuring and managing the design and construction of the project, and for securing project environmental, utility and right-of-way clearances. The City will also acquire all necessary right-of-way and administer the construction contract. ADOT will be responsible for review and approval of design as well as approval of clearance documents prepared by the City. The Right-of-Way plans for the project will also be prepared by ADOT. Subsequent to completion of construction, ADOT will abandon ownership and maintenance responsibilities for Dysart Road, beyond normal access control limits, back to the City. The Phoenix Construction District will participate in the final construction inspection of improvements within 300' of the access control limits.

The City of Avondale and their consultant will coordinate the integration of their proposed widening and rehabilitation project that will bid with this project. The City also intends that their proposed 16" water line extension across the TI be included in this project construction bid. The City will be responsible for the coordination and costs of these work elements, which are not part of the ADOT participating costs.

Funding has been approved for a future CMAQ funded project for signal coordination on Dysart Road. Signal interconnect conduit placement and traffic signal hardware needs to be coordinated by the City of Avondale, as they would like the signal system to be compatible with the rest of their network. Any non-ADOT standard signal hardware will require a signal maintenance agreement JPA.

The widening, particularly the west side, will impact businesses along Dysart Road in the Cities of Avondale and Goodyear. Goodyear representatives should be included in the project development team for coordination and input. The City of Avondale specifically requested consideration of retaining wall aesthetic treatments. Any aesthetic treatment beyond standard ADOT rustication will be considered an enhancement and will need to be funded by the City, and are not included in participating costs under the JPA.

The construction season is not a consideration for this project. All roadway, structural, traffic and drainage design will be prepared by the design consultant. Traffic Control Plans, Pavement Marking Plans, and Signing Plans are required and will be provided by the design consultant. A Location Survey will be required and will be provided by the design consultant. A Geotechnical Evaluation Report and Pavement Design Summary are required for design of the retaining walls and for pavement design. The reports will be prepared by the design consultant.

The project will be designed in English Units.

E. OTHER REQUIREMENTS

This project is not listed in the current ADOT Five Year Program. The project is to be funded by a combination of City of Avondale funds and District Minor Projects subprogram funds, which would be state funds. The design will be performed by a consultant procured by the City of Avondale.

The project's CPSID is DA1G. The Phoenix Maintenance District and City of Avondale would like to advertise for construction in December 2004. The preliminary estimate of construction duration is 60 working days.

F. ESTIMATED COST

The cost estimate is based upon the ADOT Contracts & Specifications Section "Construction Costs 1999". Unit costs were also verified against recent Phoenix Construction District projects. The cost estimate assumes the following pavement structural sections: PCCP ramp widening/reconstruction of 10" PCCP on 4" AC base; AC ramp reconstruction of 8" AC on 4" AB; AC crossroad widening of 5" AC on 8" AB; and 2" crossroad mill and replace. The attached itemized cost estimate was prepared using the ADOT E2C2 tools. Estimated project costs are summarized as follows:

Roadway	\$1,007,000
Traffic	\$244,000
Project Wide	\$569,000
<u>Other</u>	<u>\$58,000</u>
Construction Total	\$1,878,000
 Preliminary Engineering	 \$182,000
Total Project Cost	<u>\$2,060,000</u>

G. ACTION REQUIRED

Funding for the JPA must be reviewed and approved by the Project Review Board (PRB) and the Priority Programming Advisory Committee (PPAC) prior to being considered by the State Transportation Board for approval. The JPA must be finalized and filed for recording.

INVOLVEMENT SHEET

101 MA 129 H6510 01C
Federal Reference No. I 010-B-201
Dysart Road TI
Ehrenberg-Phoenix Highway
I-10

Field Review	Contact	Involvement	Significant	Minimum	None	Unknown	Comments Identifying Issues Which Make Involvement or Minimal
X	X	Phoenix Construction District		X			Participate in final inspection within and adjacent to control of access
X	X	Phoenix Maintenance District	X				JPA development and coordination
	X	Right-of-way	X				Prepare Right-of-Way Plans and survey; prepare legal descriptions; prepare Clearance Letter; set final monuments
	X	Bridge Group			X		
X	X	Traffic Design			X		
		TPD Data Section			X		
	X	TPD Priority Programming Team		X			Monitor project status
	X	Drainage Design			X		
	X	Pavement Design			X		
	X	Geotech Section			X		
	X	Environmental and Enhancement Group		X			Review/approve environmental documentation and Clearance Letter
	X	Roadway Design			X		
	X	Utility & Railroad		X			Review/approve Clearance Letter
		Engineering Survey			X		
		Photogrammetry & Mapping			X		
	X	Roadside Development			X		
		FHWA			X		
	X	Valley Project Management		X			Monitor status of this Valley project
X	X	Statewide Project Management		X			Manage project and assure compliance with JPA and design standards
	X	Contracts & Specifications			X		
	X	TTG			X		
	X	City of Goodyear		X			Coordination
X	X	City of Avondale	X				JPA development, coordination of concurrent City projects. design and construction procurement/administration. ROW acquisition

ARIZONA DEPARTMENT OF TRANSPORTATION

Estimated Engineering Construction Cost

ITEMIZED ESTIMATE

Page 1

Project Number: 10 MA 129 H6510S1D/

Location: DYSART T

August 19 2004

FINAL PROJECT ASSESSMENT

ROADWAY

		<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(\$)</u>	<u>AMOUNT</u> <u>(\$)</u>
2020001	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L SUM	1	10 000 00	10 000
2020020	REMOVAL OF CONCRETE CURB	L FT	1 251	3 00	3 753
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L FT	2 075	3 00	6 225
2020025	REMOVAL OF CONCRETE SIDEWALKS DRIVEWAYS AND SLABS	SQ FT	19 156	2 00	38 312
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ YD	1 477	10 00	14 770
2020031	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT	SQ YD	1 019	15 00	15 285
2020034	REMOVAL OF SIGNS	L SUM	1	10 000 00	10 000
2020042	REMOVAL OF PIPE (24 RCP)	L FT	54	15 00	810
2020156	REMOVE (REMOVE CATCH BASIN	EACH	6	500 00	3 000
2030301	ROADWAY EXCAVATION	CU YD	1 000	8 00	8 000
2030501	STRUCTURAL EXCAVATION	CU YD	2 000	6 00	12 000
3030022	AGGREGATE BASE CLASS 2	CU YD	1 000	24 00	24 000
4010010	PORTLAND CEMENT CONCRETE PAVEMENT (10)	SQ YD	2 141	40 00	85 640
4060021	ASPHALTIC CONCRETE (BASE MIX)	TON	506	40 00	20 240
4090006	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) (SPECIAL MIX)	TON	2 465	50 00	123 250
5030190	RECONSTRUCT CATCH BASIN (CAP)	EACH	3	750 00	2 250
5011023	PIPE REINFORCED CONCRETE CLASS III 24"	L FT	107	65 00	6 955
5011033	PIPE REINFORCED CONCRETE CLASS III 30"	L FT	35	80 00	2 800
5030604	CONCRETE CATCH BASIN (CONCRETE CATCH BASIN	EACH	11	2 250 00	24 750
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	L SUM	1	150 000 00	150 000
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L FT	2 300	0 30	690
7310832	RELOCATE EXISTING LIGHT POLES	EACH	2	1 000 00	2 000
9010001	MOBILIZATION	L SUM	1	25 000 00	25 000
9020030	CHAIN LINK FENCE (FOR STRUCTURE)	L FT	525	15 00	7 875
9080051	CONCRETE CURB AND GUTTER (C-05 10) (TYPE A)	L FT	2 298	15 00	34 470
9080111	CONCRETE SINGLE CURB (TYPE A)	L FT	1 294	10 00	12 940
9080242	CONCRETE SIDEWALK (C-05 20)	SQ FT	12 824	2 50	32 060
9080301	CONCRETE DRIVEWAY (C-05 20)	SQ FT	3 675	4 00	14 700
9140153	RETAINING WALL	SQ FT	4 640	65 00	301 600
9240010	FORCE ACCOUNT WORK (Landscaping)	L SUM	1	12 000 00	12 000
9240011	FORCE ACCOUNT WORK (Grind Existing PCCP)	L SUM	1	1 200 00	1 200

ROADWAY SUBTOTAL 1,006,575ROADWAY 1,006,575

ARIZONA DEPARTMENT OF TRANSPORTATION

Estimated Engineering Construction Cost

ITEMIZED ESTIMATE

Page 2

Project Number: 10 MA 129 H6510S1D/

Location: DYSART TI

August 19 2004

FINAL PROJECT ASSESSMENT

		<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (S)	<u>AMOUNT</u> (S)
<u>TRAFFIC</u>					
6060041	BRIDGE SIGN STRUCTURE (TUBULAR) (70 TO 94)	EACH	1	30 000 00	30 000
6060054	BRIDGE SIGN STRUCTURE(TAPERED TUBE SINGLE BEAM 71 3 -81 3')	EACH	1	9 000 00	9 000
6060080	FOUNDATION FOR BRIDGE SIGN STRUCTURE (Tubular)	EACH	2	5 000 00	10 000
6060081	FOUNDATION FOR BRIDGE SIGN STRUCTURE (TAPERED TUBE)	EACH	2	3 500 00	7 000
6061015	SIGN MOUNT ASSEMBLY	EACH	10	800 00	8 000
6080003	REGULATORY WARN OR MARKER SIGN PANEL W/TYP III/IV SHEET	SQ FT	100	22 00	2 200
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0 060')	L FT	10 700	0 40	4 280
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0 060')	L FT	1 000	0 40	400
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0 090')	L FT	5 000	1 50	7 500
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0 090')	EACH	12	150 00	1 800
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0 090')	EACH	22	150 00	3 300
7060013	PAVEMENT MARKER RAISED TYPE C	EACH	60	4 00	240
7060015	PAVEMENT MARKER RAISED TYPE D	EACH	40	4 00	160
7060018	PAVEMENT MARKER RAISED TYPE G	EACH	225	4 00	900
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L FT	6 500	0 12	780
7080101	PERMANENT PAVEMENT MARKING (PAINTED SYMBOL)	EACH	14	50 00	700
7080211	PERMANENT PAVEMENT MARKING (PAINTED LEGEND)	EACH	8	50 00	400
7080301	PAINT BULL NOSE	EACH	4	50 00	200
7310010	POLE (TYPE A)	EACH	6	400 00	2 400
7310130	POLE (TYPE Q)	EACH	2	2 500 00	5 000
7310140	POLE (TYPE R)	EACH	4	3 000 00	12 000
7310200	POLE FOUNDATION (TYPE A)	EACH	6	350 00	2 100
7310310	POLE FOUNDATION (TYPE Q)	EACH	2	1 500 00	3 000
7310320	POLE FOUNDATION (TYPE R)	EACH	4	1 500 00	6 000
7310551	MAST ARM (20 FT) (TAPERED)	EACH	6	550 00	3 300
7310561	MAST ARM (25 FT) (TAPERED)	EACH	1	750 00	750
7310580	MAST ARM (35 FT) (TAPERED)	EACH	1	1 200 00	1 200
7310610	MAST ARM (50 FT) (TAPERED)	EACH	2	1 500 00	3 000
7310620	MAST ARM (55 FT) (TAPERED)	EACH	2	1 800 00	3 600
7320050	ELECTRICAL CONDUIT (2) (PVC)	L FT	350	3 00	1 050
7320070	ELECTRICAL CONDUIT (3) (PVC)	L FT	1 000	4 50	4 500
7320090	ELECTRICAL CONDUIT (4) (PVC)	L FT	1 700	5 00	8 500
7320420	PULL BOX (NO 7)	EACH	9	350 00	3 150
7320421	PULL BOX (NO 7) (WITH EXTENSION)	EACH	6	400 00	2 400
7320650	CONDUCTORS	L SUM	1	10 000 00	10 000
7330061	TRAFFIC SIGNAL FACE (TYPE F) (LED)	EACH	14	550 00	7 700
7330137	TRAFFIC SIGNAL FACE (TYPE R) (LED)	EACH	4	550 00	2 200
7330211	PEDESTRIAN SIGNAL (MAN/HAND) (LED)	EACH	12	350 00	4 200
7330220	PEDESTRIAN PUSH BUTTON	EACH	14	250 00	3 500
7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	13	100 00	1 300
7330330	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	EACH	4	250 00	1 000

ARIZONA DEPARTMENT OF TRANSPORTATION

Estimated Engineering Construction Cost

ITEMIZED ESTIMATE

Page 3

Project Number: 10 MA 129 H6510S1D/

Location DYSART TI

August 19 2004

FINAL PROJECT ASSESSMENT

		<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(S)</u>	<u>AMOUNT</u> <u>(S)</u>
<u>TRAFFIC</u>					
7330340	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EACH	3	300 00	900
7330350	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VI)	EACH	2	325 00	650
7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EACH	4	325 00	1 300
7340101	CONTROL CABINET (TYPE IV)	EACH	1	15 000 00	15 000
7340105	CONTROL CABINET FOUNDATION	EACH	1	500 00	500
7360030	LUMINAIRE (HORIZONTAL MOUNT) (HPS 250 WATT)	EACH	6	350 00	2 100
7370310	REMOVE AND SALVAGE ELECTRICAL EQUIPMENT	L SUM	1	5 000 00	5 000
7370422	ELECTRICAL SYSTEM (MODULAR VIDEO DETECTION CAMERA SYSTEM)	EACH	1	38 000 00	38 000
7370455	MISCELLANEOUS ELECTRICAL (AS BUILT DRAWING)	L SUM	1	2 000 00	2 000
TRAFFIC SUBTOTAL					<u>244,160</u>
TRAFFIC					<u>244,160</u>
<u>PROJECT WIDE</u>					
100XX01	DESIGN CONTINGENCY UNIDENTIFIED ITEMS	COST	20%		250 147
206XX01	FURNISH WATER SUPPLY (FURNISH WATER SUPPLY	COST	1%		12 507
207XX01	DUST PALLIATIVE (DUST PALLIATIVE	COST	1%		12 507
810XX01	EROSION CONTROL AND POLLUTION PREVENTION	COST	1%		12 507
924XX02	CONTRACTOR QUALITY CONTROL (CONTRACTOR QUALITY CONTROL	COST	2%		25 015
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (CONSTRUCTION SURVEYING AND LAYOUT	COST	2%		25 015
SUBTOTAL					<u>337,698</u>
Construction Engineering	L Sum	9%			142 959
Construction Contingency	L Sum	5%			79 422
Pavement Smoothness Incentive	LN Mile	0		7 000 00	5 460
Material Quality Incentive	SY	2 141		1 50	3 212
SUBTOTAL					<u>568,751</u>
PROJECT WIDE					<u>568,751</u>

ARIZONA DEPARTMENT OF TRANSPORTATION

Estimated Engineering Construction Cost

ITEMIZED ESTIMATE

Page 4

Project Number: 10 MA 129 H6510S1D/

Location: DYSART TI

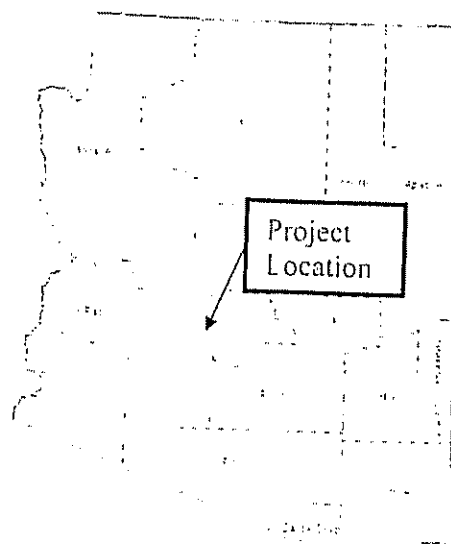
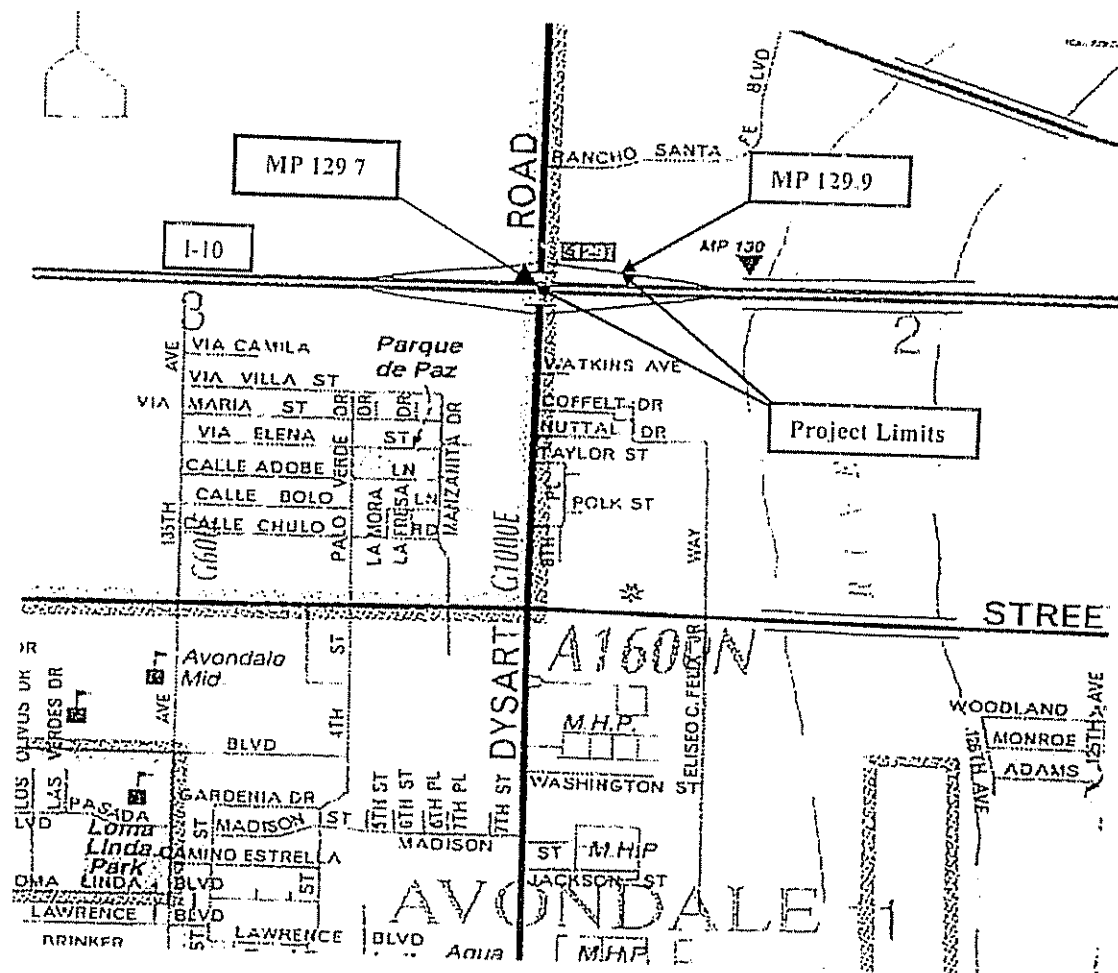
August 15 2004

FINAL PROJECT ASSESSMENT

	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(\$)</u>	<u>AMOUNT</u> <u>(\$)</u>
<u>OTHER COST</u>				
Right of Way to aquire	SF	8 168	4 00	32 672
Move APS Transformers	L Sum	1	25 000 00	25 000
			SUBTOTAL	<u>57,672</u>
			OTHER COST	<u>57,672</u>

SUMMARY

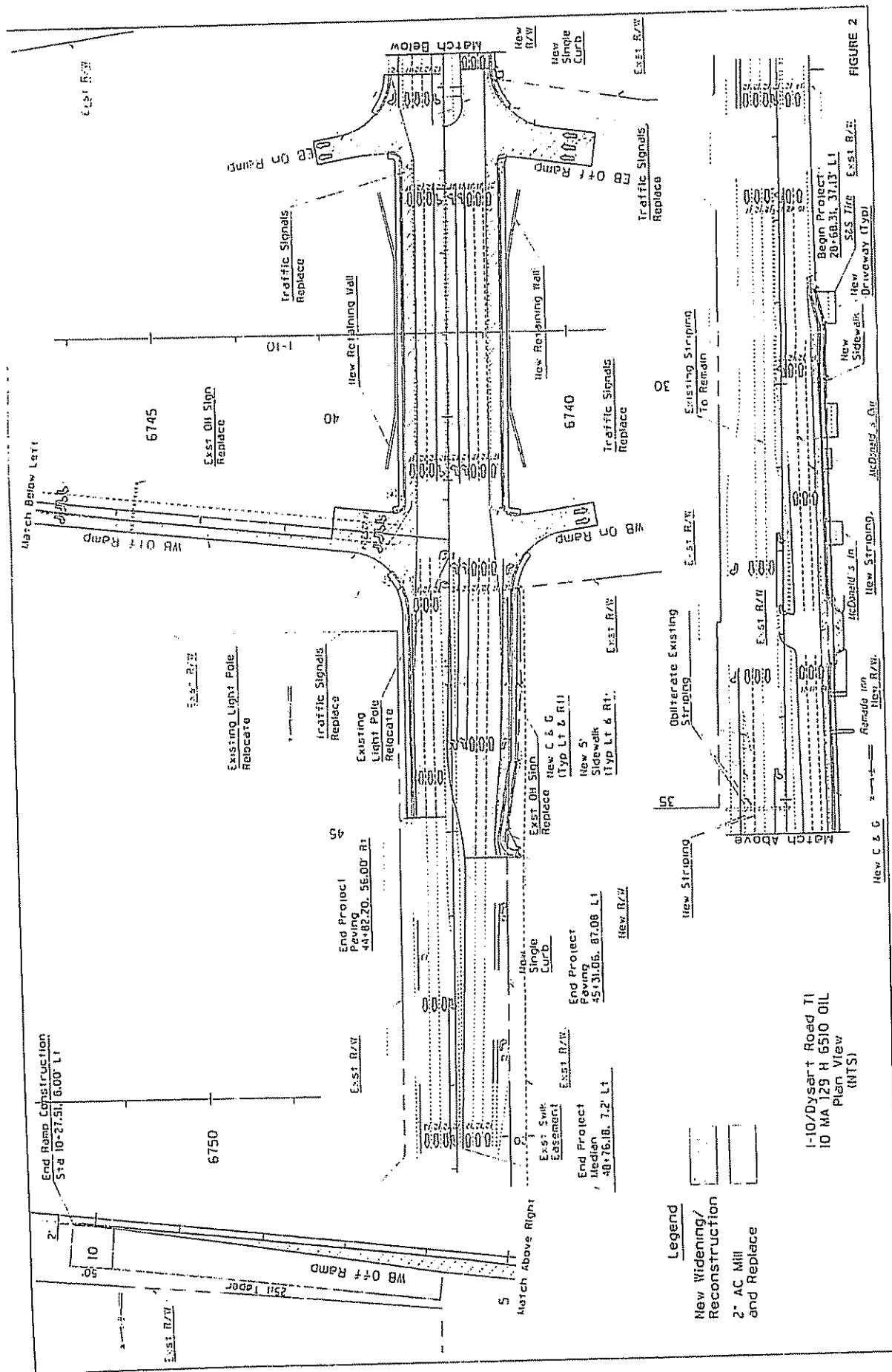
ROADWAY	1,007,000
TRAFFIC	244,000
PROJECT WIDE	569,000
OTHER COST	58,000
TOTAL PROJECT CONSTRUCTION COST	1 878,000

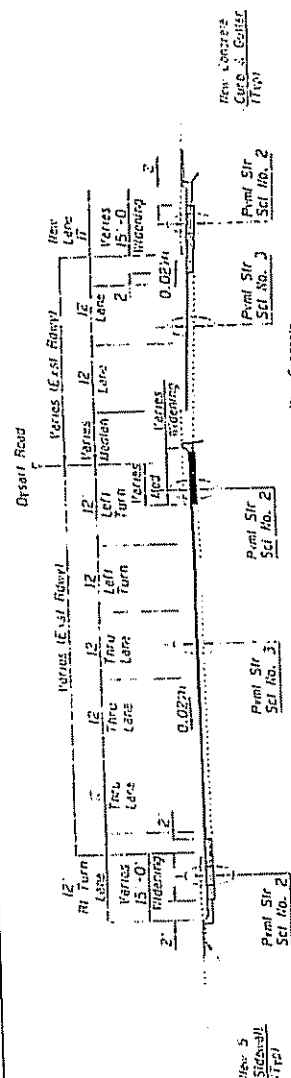


010 MA 129 H 6510 01C
 Federal Ref. No. I 010-B-201
 Dysart Road TI
 Ehrenberg-Phoenix Highway
 I-10

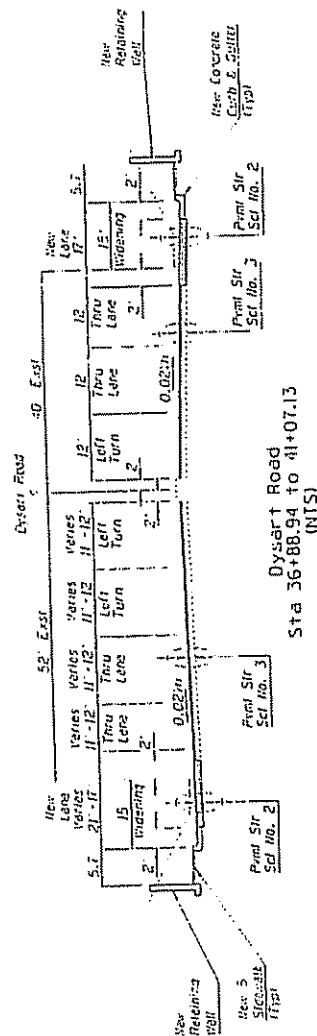
PROJECT LOCATION MAP

Figure 1

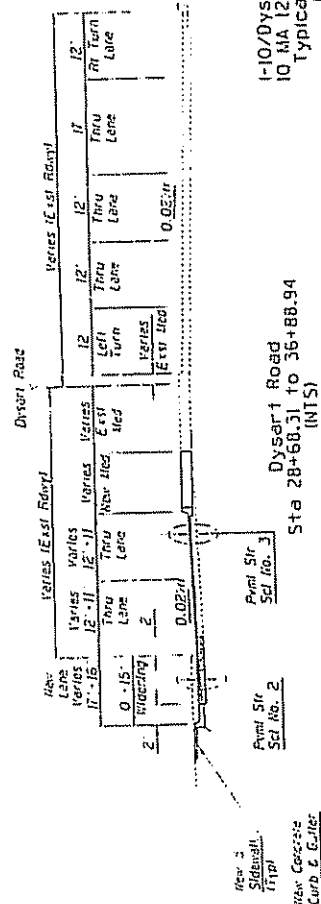




Dysart Road
Sta 41+07.13 to 45+31.06
(NTS)

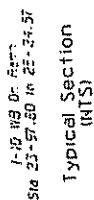


Dysart Road
Sta 36+88.94 to 41+07.13
(NTS)



Dysart Road
Sta 28+68.31 to 36+88.94
(NTS)

FIGURE 3



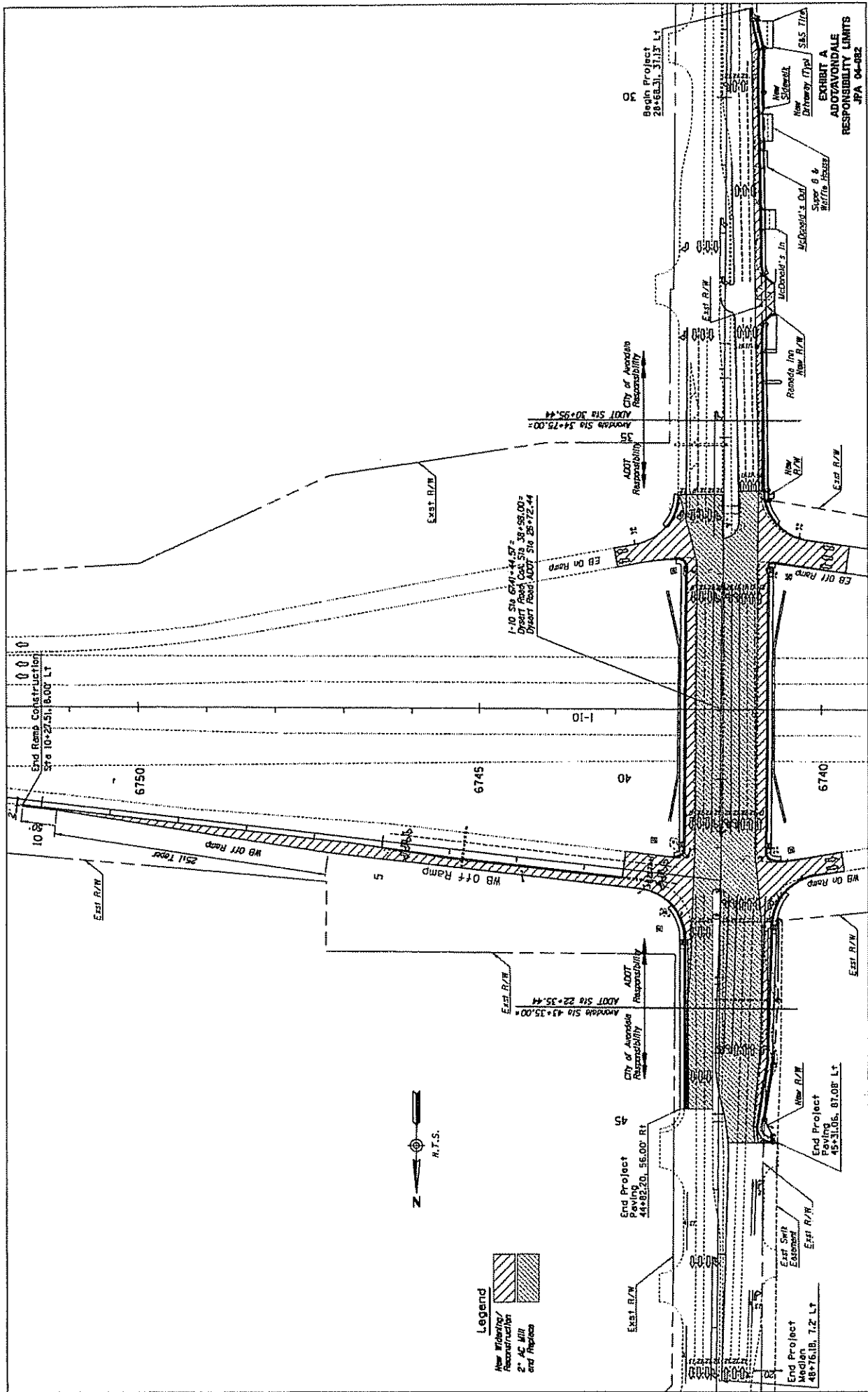


EXHIBIT A
ADOT/ANAPOLIS
RESPONSIBILITY LIMITS
JPA 04-082

Legend
New Bridge/Reconstruction
2" AC Mill
and Medians





City of Avondale

CITY CLERK'S DEPARTMENT
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323-6806
Phone: (623) 478-3030
Fax: (623) 478-3804
Website: www.avondale.org

MAYOR

Ronald J. Drake

VICE MAYOR

Betty S. Lynch

COUNCIL MEMBERS

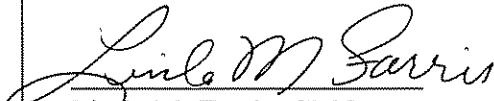
Albert Carroll, Jr
Jason Earp
Marie Lopez Rogers
Raymond H. Shuey
Charles M. Wolf

CITY MANAGER

Charles McClendon

January 6, 2005

I, the undersigned, Linda M. Farris, being the duly appointed and qualified City Clerk of the City of Avondale, certify that the attached Resolution No. 2465-05 is a true and correct copy of the original application.


Linda M. Farris, CMC
City Clerk

RESOLUTION NO. 2465-05

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A JOINT PROJECT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR ROADWAY IMPROVEMENTS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Joint Project Agreement between the City of Avondale and the Arizona Department of Transportation relating to proposed improvements to the I-10 Freeway and Dysart Road interchange (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized directed to take all steps necessary to cause the execution of the Agreement.

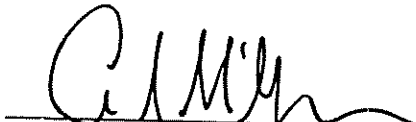
PASSED AND ADOPTED by the Council of the City of Avondale, January 3, 2005.


Ronald J. Drake, Mayor

ATTEST:


Linda M. Farris, City Clerk

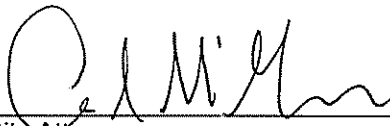
APPROVED AS TO FORM:


Andrew J. McGuire, City Attorney

APPROVAL OF THE CITY OF AVONDALE ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 7th day of JANUARY, 2005.



City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8849

TERRY GODDARD
ATTORNEY GENERAL

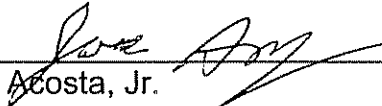
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-1059TRN (**JPA 04-082**), an Agreement between public agencies, i.e., The State of Arizona and The City of Avondale, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: January 19, 2005

TERRY GODDARD
Attorney General



Joe Acosta, Jr.
Assistant Attorney General
Transportation Section